

# NORFOLK SOUTHERN

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Norfolk, Virginia - August 22, 1984

Hon. James H. Bayne  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

RECORDATION NO. **6233-F** Filed 1425

**AUG 27 1984 - 10 25 AM**

Dear Mr. Bayne:

INTERSTATE COMMERCE COMMISSION

In accordance with 49 U.S.C. § 11303 and the Commission's Rules, I submit herewith for recording with the Commission three counterparts, properly executed and acknowledged, of the document described below.

This document is a Release and Satisfaction, a secondary document, dated as of August 17, 1984. The primary document to which this is connected is recorded under Recordation No. 6233-B.

The name and address of the party to the secondary document are as follows:

ASSIGNEE OF  
VENDOR:

Philadelphia Savings Fund Society  
(successor to The Western Saving  
Fund Society of Philadelphia)  
1234 Market Street  
Philadelphia, Pennsylvania 19107

The equipment covered by the document is generally described as follows:

<u>Number of Units</u>	<u>General Description</u>	<u>AAR Symbol</u>	<u>Railroad's Identifying Marks and Road Numbers (both inclusive)</u>
60	40 ft.- 6 in. Boxcars	XM	ITC 8400-8459

RELEASE AND SATISFACTION AUG 27 1984 10 25 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS, that:

WHEREAS, pursuant to a Railroad Equipment Lease Agreement dated as of June 25, 1971 (the "Lease"), between Waverly Leasing Corporation (the "Lessor"), and Norfolk and Western Railway Company (as successor lessee to Illinois Terminal Railroad Company pursuant to an Assignment and Assumption Agreement dated as of September 1, 1981) (the "Railroad"), the Railroad acquired from the Lessor the possession and use of the railroad equipment covered by the Lease (the "Equipment");

WHEREAS, pursuant to a Conditional Sale Agreement dated as of June 25, 1971 (the "Conditional Sale Agreement"), between Southern Iron & Equipment Company ("Southern Iron") and the Lessor, Southern Iron agreed to sell and the Lessor agreed to purchase the Equipment upon the terms and conditions specified therein;

WHEREAS, pursuant to an Agreement and Assignment dated as of June 25, 1971 (the "Assignment"), Southern Iron assigned all its right, title and interest in and to the Equipment and the Conditional Sale Agreement to Philadelphia Savings Fund Society, successor in interest to The Western Saving Fund Society of Philadelphia (the "Secured Party");

WHEREAS, pursuant to a Collateral Assignment of Lease and Agreement dated as of June 25, 1971 (the "Collateral Assignment"), between the Lessor and the Secured Party, the Lessor assigned all of its rights under the Lease, as security for the payment of its obligations under the Conditional Sale Agreement, to the Secured Party;

WHEREAS, the Lease, the Collateral Assignment, the Conditional Sale Agreement and the Assignment, were filed and recorded on July 13, 1971 with the Interstate Commerce Commission and assigned Recordation Numbers 6233, 6233-A, 6233-B and 6233-C, respectively;

WHEREAS, on August 18, 1984, all of the principal of the indebtedness under the Conditional Sale Agreement, together with interest, was fully paid to the Secured Party;

WHEREAS, the Lessor desires to sell the Equipment to the Railroad;

NOW, THEREFORE, the Secured Party hereby certifies that the Secured Party has been paid the full indebtedness with respect to the Conditional Sale Agreement, together with interest and all other payments as provided therein.

WHEREFORE, in consideration of \$1.00 and other valuable consideration, the receipt of which is hereby acknowledged, the Secured Party acknowledges and declares the Conditional Sale Agreement and the Collateral Assignment to be satisfied and cancelled, and does consent that the same be discharged of record, and hereby relinquishes its security interest in, and quitclaims unto the Lessor or its designee all of the Secured Party's right, title and interest in and to, the Equipment.

IN WITNESS WHEREOF, the Secured Party has caused this instrument to be executed in its name by its duly authorized representative as of the 17th day of August, 1984.

PHILADELPHIA SAVINGS FUND SOCIETY,  
as successor to The Western Saving  
Fund Society of Philadelphia

By James E. Bray Cinello  
Title Assistant Vice President

CORPORATE FORM OF ACKNOWLEDGMENT

Commonwealth of Pennsylvania )

ss:

City of Philadelphia )

On this 17<sup>th</sup> day of August, 1984, before me personally appeared MARIAN E. BRAY Cirello, to me personally known, who being by me duly sworn says that <sup>she</sup>~~he~~ is an ASSISTANT VICE PRESIDENT of The Philadelphia Savings Fund Society, that the seal affixed to the foregoing instrument is the seal of said entity, that said instrument was signed and sealed on behalf of said entity by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said entity.

Paulette S. Richardson

Notary Public

(SEAL)

My commission expires:

PAULETTE S. RICHARDSON  
Notary Public, Phila., Phila. Co.  
My Commission Expires Nov. 2, 1987